

entitled legally and on the basis of natural justice. At the time of arguments also the representative of the workman was very luke warm in his arguments because he had no case of his to argue before me. He has only been harping on facilities which were never refused to this workman during the enquiry by the enquiry officer Shri S. D. Misra.

In view of my discussion above I hold this issue against the workman Shri Ram Adhar and in favour of the management. The enquiry is held to be quite fair and proper.

Issue No. 2—

In view of my findings on issue No. 1, I am constrained to decide this issue against the workman and in favour of the management as the charges are of very grave and serious nature.

The termination of the workman Shri Ram Adhar is held to be quite proper, justified and in order. He is not entitled to any relief. This may be read in answer of this reference. No order as to costs.

ISHWAR PRASAD CHAUDHRY,

Dated the 30th April, 1981.

Presiding Officer,
Labour Court, Haryana,
Faridabad.

Endorsement No. 970, dated the 5th May, 1981

Forwarded (four copies) to the Commissioner and Secretary to Government, Haryana, Labour and Employment Departments, Chandigarh as required under sect on 15 of the Industrial Disputes Act, 1947, with the request that the receipt of the above said award may please be acknowledged within week's time.

ISHWAR PRASAD CHAUDHRY,

Presiding Officer,
Labour Court, Haryana,
Faridabad.

The 17th July, 1981

No. 9(1)81-8Lab/8249.—In pursuance of the provisions of sections 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Industrial Tribunal, Faridabad in respect of the dispute between the workmen and the management of M/s United Oil Mill Machinery and Spares Pvt. Ltd., Mathura Road, Ballabgarh.

BEFORE SHRI M. C. BHARDWAJ, PRESIDING OFFICER, INDUSTRIAL
TRIBUNAL, HARYANA, FARIDABAD

Reference No. 135 of 1977

between

THE WORKMEN AND THE MANAGEMENT OF M/S UNITED OIL MILL MACHINERY
AND SPARES PVT. LTD., MATHURA ROAD, BALLABGARH

Present :

Shri S. R. Gupta, for the workmen.

Shri R. C. Sharma, for the management.

AWARD

By order No. ID/FD/196-A-77/29074, dated 8th August, 1977, the Governor of Haryana referred the following dispute between the management of M/s. United Oil Mill Machinery and Spares Pvt. Ltd., Mathura Road, Ballabgarh and its workmen, to this Tribunal for adjudication, in exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947:—

1. Whether the workmen are entitled to any increase in D. A.? If so, with what details ?
2. Whether the workmen should be supplied with uniforms ? If so, with what details ?

3. Whether the workmen are entitled to the grant of any washing allowance ? If so, with what details ?
4. Whether the grade and scales of the workmen should be framed ? If so, with what details ?
5. Whether the workmen are entitled to the grant of production bonus ? If so, with what details ?

On receipt of the order of reference, notices were issued to the parties. The parties appeared and filed their pleadings. On the pleadings of the parties issues were framed on 1st December, 1977, and the case was fixed for the evidence of the workmen. The parties led their evidence on the preliminary issue and arguments were heard. Preliminary issue was decided against the management. Then the case was fixed for the evidence of the workmen. But on the last date of hearing the representative for the management filed a settlement Ex. M-Z and stated that there was no dispute left pending for adjudication. The representative for the workmen also agreed to it.

In view of the settlement filed by the management, I give my award that the dispute has been settled between the parties and there was no dispute left pending for adjudication. The settlement shall form part of the award.

Dated the 10th July, 1981.

M. C. BHARDWAJ,
Presiding Officer,
Industrial Tribunal, Haryana,
Faridabad.

No. 658, dated the 13th July, 1981

Forwarded (for copies), alongwith four copies for the settlement, to the Secretary to Government, Haryana, Labour and Employment Departments, Chandigarh, as required under section 15 of the Industrial Disputes Act, 1947.

M. C. BHARDWAJ,
Presiding Officer,
Industrial Tribunal, Haryana,
Faridabad.

MEMORANDUM OF SETTLEMENT UNDER SECTION 12(3) OF THE INDUSTRIAL DISPUTES ACT

Name of the parties	..	(1) M/s. United Oil Mill Machinery & Spares Private Limited. (2) Workmen through United Oil Mill Employees Union, Regd. No. 214.
Representing employer	..	(1) Shri R. K. Gandhi, Director. (2) Shri S. C. Malhotra, Works Manager. (3) Shri N. C. Bhattacharjee, Factory Manager.
Authorised Representing of the workmen	..	(1) Shri Subhash Sethi (President of HMS—Faridabad). (2) Shri Ranjeet Singh. (3) Shri Kulwant Singh. (4) Shri Tej Singh. (5) Shri Net Ram. (6) Shri Jagdish Pershad. (7) Shri Babu Ram.

An Industrial dispute Ref. No. 155 of 1977 is pending before the Industrial Tribunal having issue of Dearness Allowance, Uniform, Washing Allowances, Grade-Scales of Pay and Production Bonus. The workmen during pendency of the Dispute No. 135 of 1977 entered into three agreements dated the 2nd August, 1978, 31st May, 1980 and 19th February, 1981. Recently the workmen again served with a demand notice dated 29th April, 1981. The workmen and the management had direct negotiations and also in the conciliation meeting and have arrived at a settlement. Both the parties accordingly signed the settlement on the following terms and conditions.

TERMS AND CONDITIONS

I Revision of grades and scales and annual increment

- (a) That both the parties have agreed to revise the following grades and scales basic of pay.

Unskilled	Rs 150—182—10—222
Semi-Skilled A	Rs 170—200—12—250
Semi-Skilled B	Rs 190—22—218—15—310
Skilled A	Rs 250—25—310—18—382
Skilled B	Rs 350—18—422—20—602
Highly Skilled A	Rs 450—22—530—25—638
Highly Skilled B	Rs 550—18—662—30—782

- (b) In addition to the above basic rates of Pay and annual increment, the workmen are getting a total Dearness allowance @ Rs 140.50 per month (Rs 100 + 40.50 neutralization with average Index No. 181). This rate of Dearness allowance is linked with the cost of price index No. as Haryana Composite Series base year 1972-73 as 100. The increase and decrease will be six monthly i. e. with effect from 1st January and 1st of July every year. The first increase/decrease will be with effect from 1st July 1981 if there will be any increase/decrease in the cost of price index No. as per Haryana Government Notification. This will be payable to all workmen.
- (c) The annual increment in the above scale will be payable with effect from 1st April, 1982 because the management has already given increments to the workmen in April, 1981. It is further agreed that only confirmed workmen will be given the benefit of the above scale of pay.

II. Issue of Increase in wages

- (a) It is agreed between the parties that wages of the confirmed workmen will be increased on
- ad hoc*
- basis as per details below :

Rs 30 per month with effect from 1st May, 1981
Rs 20 per month with effect from 1st May, 1982
Rs 20 per month with effect from 1st May, 1983.

- (b) The above
- ad hoc*
- increase will be added and this will form part and parcel of the basic wage.

III. Issue of House Rent

- (a) The workmen will be allowed a House Rent at the following rates:- Rs 20 per month with effect from 1st May, 1981 which shall be raised to Rs 30 per month with effect from 1st May, 1982 and will further be raised to Rs 35 per month with effect from 1st May, 1983 (Rs 20 with effect from 1st May, 1981, Rs 10 with effect from 1st May, 1982 and Rs 5 with effect from 1st May, 1983).
- (b) The House Rent will be paid only to the confirmed employees and will not be payable to a workman for the period when he is absent from the factory for a month or more continuously in any manner. However, the House Rent will be payable for the days when the workman is on leave with pay as granted by the company and not by any other agency.

IV. Issue of Uniform

- (a) It is agreed between the parties that every confirmed workman will be given by the company one terrycot uniform on the occasion of Diwali each year. The Uniform will be distributed within September every year. The Uniform will consist of one Pant and a Shirt.
- (b) It is agreed between the parties that every confirmed workman will be given one pair of Industrial shoes alongwith unifrom costing about Rs 70 (Rupees seventy only per pair of or Flex make).

V. Issue of Diwali Gift

It is agreed between the parties that the management will give in the shape of stainless steel utensils weighing 500 gms on the occasion of Diwali every year alongwith sweets in the Bata manner as already in practice.

VI. Issue of Production and Incentive Bonus

- (a) It is agreed between the parties that the workmen will give 7. units of production in one month based on 25 working days of 8 hours each.
- (b) The Production points agreed upon
- | | |
|--|-------|
| (one unit = Rs. 1, 00, 000. 00) | Units |
| 1. One VIP Expeller with Kettle and one set spares | 6.75 |

2. One Ashoka Expeller with Kettle	1.35
3. One P. P. Expeller (L. C. type) with steam Kettle	4.95
4. One MK-5, 10 TPD Expeller with steam Kettle	8.10
5. Elevators complete	0.27
6. Conveyor complete	0.22
7. Vibratory Screen	0.27
8. Duplex pumps	0.11
9. Filter Press 36" or 32" purchased but painted and minor jobs done in the factory	0.01
10. Filter Press 24" complete to per manufactured in the shop without Pump	0.36
11. For spare parts and any other new items developed in the factory or jobs done for other parties in the production point will be calculated as under. The arrived price of 1 lakh—1 Unit.	

(i) Sales prices without sales tax and/or excise or other levies will be reduced by the following :—

(a) O. T. done $\times 5$

(b) Bill amount of Ancillary units working for us $\times 10$.

(c) 10 % to cover discounts commission and sales expenses etc. etc.

To give an example of a new machine sale price without sales tax and Excise duty is Rs. 5.00 lakhs, overtime done on this Rs. 1000 and Ancillary Bill is Rs. 2000. The Unit will be calculated as 5 (five) lakhs $(1000 \times 5 + 2000 \times 10 + 10\% \text{ of } 5.00 \text{ lakhs}) = \text{Rs. } 5,00,000.00 - 70,000.00 = \text{Rs. } 4,30,000.00$, which equals to 4.3 units.

12. Equipments, components and machines purchased from other manufacturers and brought into the factory for the purpose of resale, will not be considered as factory production.

13. It has further been discussed and agreed between the workman and the management that to achieve a monthly production target of 7.25 units the following machines require extra working hours—

(a) Boring machine	..	34 hrs.
(b) 14' lathe BHADRAVATI	..	34 hrs.

However, these extra hours are not subject to any reduction in calculating the month production units as explained above [para VI(b)-II(i)(a)].

(c) The incentive Bonus will payable at the following rates in the following manner :—

(i) In case the production remains at 7.25 % units as stated in para (a) above, no incentive will be payable.

(ii) In case the production given by the workmen exceeds than the fixed units, the management will give Rs. 5, 000 per unit to be distributed amongst all the workmen on *pro-rata* basis of their monthly earned wages.

(iii) The production will be counted for 25 working days averagely in a month with present working strength of 65 on eight working hours basis. In case no power is available on any working day or the management fails to provide the raw material the workmen will not be blamed for that day. And in case the workmen are laid off they will be paid lay off compensation and the production units will stand reduced proportionately to the actual days on which the workman worked. For example 7.25 units are for 25 days, the units for 20

days working will be $7.25 \times \frac{20}{25} = 5.80 \text{ units.}$

(iv) It is agreed that in case the workmen will indulge in the activities of slow down tool down or strike, or the production is stopped or obstructed in any manner and do not reach the target units for these reasons as stated above, the wages of the workmen will be reduced proportionately as per the units of period so given by the workman in the same month. The grace of 5 % casual decrease and increase of production target will be ignored by both the parties and will not be given effect to in any manner. It will not, however, be a constant feature.

- (v) The above production target and incentive scheme will be applicable from 1st May, 1981. The workmen agree that they will make good the loss of production of May, 1981 within next two months and the management will pay full pay for the month of May, 1981.

VII. Issue of leave

The workmen are entitled for earned leave under Factory Act and casual leave 7 on full pay and 14 sick leave on half pay. 8 National and festival holidays under law. However, it is agreed between the parties that the workmen will be allowed 10 National and festival Holidays instead of 9 as at present for every calendar year.

VIII. The Gratuity Act provides the retirement age of 58 years. and Gratuity thereof. The ESI Act and Workmen Compensation Act provide for compensation and benefit in case of injuries. All the workmen in the factory are insured under ESI and the workmen will get benefit in case of injury from ESI--

- (b) The management in a gesture of goodwill agrees to purchase one Janta Insurance Policy to every workmen at their own cost. However, the workmen will carry out necessary instructions and will fill up necessary forms as may be required by the LIC.

IX. It is agreed by the workmen that all demands and specially the demand No. 1, 2, 3, 4, 5, 6, 7, 9, 10, 11, 12, 13, 14, 16 and 17 as given in demand notice dated 29th April, 1981 stand settled as per the above terms and conditions of the settlement from No. 1 to VIII while demand No. 8 and 15 are not pressed and these are withdrawn by the workmen.

X. It is agreed by the workmen that all the issues as given in reference No. 135 of 1977 pending before the Industrial Tribunal, Haryana stand settled and there remains no dispute with the management. The workmen agree that they will not pursue and proceed with the reference pending in the tribunal. They further agree to withdraw their representation from the dispute pending before the Industrial Tribunal.

(b) It is further agreed between the parties that a copy of this agreement be sent to the Industrial Tribunal with a request to give its award in reference No. 135 of 1977 in terms of this settlement.

XI. It is agreed between the parties that a committee consisting of four representative of workmen (one for welding + one fitter, one mechanic, one helper) and equal Nos. of representative of management will be constituted which shall be known as Works Committee. Its main function will be to endorse production and implement the above scheme and also to suggest ways and means for better and higher production with proper discipline.

This settlement is binding for a period of 3 years beginning from 1st May, 1981 till 30th April, 1984. During this period the workmen will not put up and demand any they further agree that they will not raise any dispute or demands which may have any financial implication or may cause financial burden to the factory during the pendency of this agreement. Every workman will work to the best of his ability and capacity and will maintain peace, discipline and harmony in the factory to achieve the targeted production.

Authorised Representative of the workmen.

1. (Sd) SHRI SUBHASH SETHI.
President HMS, Faridabad.
2. (Sd) SHRI RANJEET SINGH.
3. (Sd) SHRI KULWANT SINGH.
4. (Sd) SHRI TEJ SINGH.
5. (Sd) SHRI NET RAM.
6. (Sd) SHRI JAGDISH PERSHAD.
7. (Sd) SHRI BABU RAM.

Witnesses (1)

- (Sd)
(2)
(Sd)

Representing Employer

1. (Sd) SHRI R. K. GANDHI,
Director.
2. (Sd) SHRI S. C. MALHOTRA,
Works Manager.
3. (Sd) SHRI N. C. BHATTACHARJEE,
Factory Manager.

Dated The 2nd June, 1981

Signed in my presence

(Sd)

Labour-cum-Conciliation Officer,
Ballabgarh Circle, Sector 7
Faridabad.